

MEMORANDUM OF AGREEMENT
BETWEEN KING COUNTY AND
WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES
LOCAL 21-HD,
Representing Employees in the Seattle/King County Public Health Department
Regarding Psychiatric Evaluation Specialists and One Administrative Specialist II

As a result of a business decision made by management, King County has transferred all employees in the Psychiatric Evaluation Specialist ("PES") classification and one employee in the Administrative Specialist II classification from the King County Department of Adult and Juvenile Detention to the Seattle/King County Public Health Department. The employees in the PES classification and the employee in the Administrative Specialist II classification are represented by the Washington State Council of County and City Employees Local 21-AD.

The parties, including WSCCCE Local 21-HD, agreed that it is in the parties' best interest to change the union affiliation of these employees from Local 21-AD to Local 21-HD.

This Memorandum of Agreement reflects the good faith bargaining between the County and WSCCCE Local 21-AD over the provisions of the Local 21-AD agreement to be added, modified, or deleted as applied to the PES employees and one Administrative Specialist II employee. Accordingly, effective January 1, 2003, all employees in the Psychiatric Evaluation Specialist ("PES") classification and one employee in the Administrative Specialist II (ASII) classification are hereby covered under the terms of the Local 21-HD Collective Bargaining Agreement, with the additions and modifications contained herein. This Memorandum of Agreement shall expire on December 31, 2004.

ARTICLE 7: CLASSIFICATIONS AND RATES OF PAY

King County Pay Range. (Adds)

The parties agree employees shall be compensated as listed below at the established pay range as found on the King County 10 Step Hourly Squared Wage Schedule.

Class Code	Classification	Range
3113100	Psychiatric Evaluation Specialist	60
4201200	Administrative Specialist II	37

Step Placement. (Adds)

Upon implementation of the Agreement, employees in the PES classification shall be placed on the new pay range as follows:

A. Employees shall be placed on the applicable step on the 10 Step Hourly Squared Wage Schedule that does not constitute a decrease over their current hourly base rate of pay.

Effective Date of Pay Adjustments. (Adds)

The new pay ranges associated with implementing the 10 Step Hourly Squared Wage Schedule for employees in the PES classification is set forth in Addendum A and shall be effective as follows:

A. The effective date of adjustments to the new pay range shall be made effective January 1, 2003.

B. The effective date of adjustments to the new pay range for all employees who hire into the bargaining unit after January 1, 2003 shall be their date of hire.

Implementation and Retroactive Pay. (Adds)

The parties agree to devise a realistic timetable for implementing the Agreement. The retroactive payments made to employees in the PES classification pursuant to this agreement are subject to deductions for purposes of the Public Employment Retirement System (PERS). King

County shall be responsible to the Department of Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible to King County for repayment of the employee's share of his or her PERS contribution. Each individual shall have the PERS employee obligation deducted from the retroactive payment check.

ARTICLE 9: HOLIDAYS

Section 4. (Adds)

PES and ASII employees shall take holidays on the King County official day of observance unless their work schedule requires otherwise for continuity of services, in which event, they shall either be paid for it, or schedule an alternate paid day off within thirty (30) days of the actual holiday.

ARTICLE 16: WORK OUTSIDE OF CLASSIFICATION

Translator/Interpreter. (Supersedes Article 16, Section 4)

Regular full-time PES and ASII employees who are formally certified by the State of Washington to perform interpreting/translation services may request to be designated by the Division Manager as a translator/interpreter. Employees so designated are eligible to receive an annual premium of five hundred dollars (\$500) for such services. This premium shall be paid to eligible employees in April of each year. The intent of this provision is to compensate employees who may be called upon by the Division Manager or supervisor to provide interpreting/translation services.

It is not intended that employees who are expected to do casual, informal interpreting be designated as eligible for the premium. The Division agrees to use only those employees who are designated as interpreter/translators; except in cases of emergency or when there is no employee designated for the required language, an employee who is not designated may interpret or translate. The County retains the right to hire interpreter/translators other than its own employees. Employees who have passed the County's proficiency test will be considered eligible for the annual premium, provided that s/he acquires State certification by December 31, 2003.

ARTICLE 17: HOURS OF WORK AND OVERTIME

Hours of Work. (Adds)

PES employees shall normally be scheduled pursuant to a master schedule.

Master Schedule. (Adds)

Prior to implementing any large-scale changes to a PES master schedule, the employer agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted for bid by the employees for a period of time to be determined by the parties, but not to exceed fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation. If schedules have not been changed for a period of three (3) consecutive years, then a schedule shall be opened for a rebid.

Bid Process. (Adds)

When a Psychiatric Evaluation Specialist position becomes vacant or new positions are created, PES employees shall have the opportunity to bid, based upon seniority, for the shift and days off of the position.

Duty Assignments. (Adds)

Nothing in this Agreement shall preclude management from making duty assignments based on the operational needs of the department. Requests for specific duty assignments shall be considered and a determination shall be made based upon the operational needs of the department and the seniority of the employee.

Overtime. (Supersedes Article 17, Section 5 and Article 9, Section 3)

Employees hired into the PES or Administrative Specialist II classification on or after January 1, 2003 shall be covered under the Local 21-HD CBA provisions for overtime. Employees hired into the PES and Administrative Specialist II classifications prior to January 1, 2003 shall be governed

by the following:

Hours worked in excess of forty (40) hours in the work week shall be considered overtime, and shall be paid at the overtime rate of one and one-half (1-1/2) times the hourly regular rate of pay.

“Hours worked” shall include the following:

?? Vacation, when such vacations are pre-approved and prescheduled; and

?? Mandatory training for employees who are ordered to attend training on a particular date/time when such training cannot be rescheduled to a non-overtime period.

“Hours worked” does not include sick leave, holidays, and other paid leave.

Callback. (Supersedes Article 17, Section 7)

All PES and AS II employees who are called back to work after completion of their regularly scheduled shift shall be paid for such at the appropriate overtime rate. A minimum of four (4) hours shall be paid to the employee or, where the actual hours worked exceeds four (4) hours, the employee shall be paid for actual hours worked. Employees shall not be called out more than once in a twenty-four (24)-hour period.

Court Appearances. (Supercedes Article 17, Section 11)

PES and ASII employees who are required to “stand by” for court appearances shall be compensated at a rate of fifty (50) percent of their normal straight time hourly rate for all hours they are on standby status on their regularly scheduled time off. Once notified that the employee must report to court, the standby pay shall cease and the callback provision outlined above shall apply when the employee reports to court if the report time meets the conditions described therein. If the employee is not required to appear in court, a minimum of four (4) hours shall be paid at the standby rate.

Psychiatric Evaluation Specialist (PES) Minimum Staffing Levels. (Adds)

A two (2) person minimum on day shift weekdays in the Seattle facility is contingent upon a normal staffing of three (3). A one (1) person minimum on evening shift and day shift weekends in the Seattle facility is contingent upon a normal staffing level of two (2).

ARTICLE 18: TRANSFER, VOLUNTARY DEMOTION, AND LAYOFF

Section 3. Layoff. (Adds)

b. The adjusted service date of each PES and Administrative Specialist II employee shall determine seniority for layoff purposes.

ARTICLE 20: GENERAL CONDITIONS

Corrective Counseling. (Adds)

At the employee's request, materials relating to corrective counseling will be removed from the employee's file after a twelve (12) month period unless another act of misconduct has been committed during the twelve (12) month period.

License/Certification. (Adds)

Regular PES employees who are required to be licensed or certified as a condition of employment will have their license renewal fees reimbursed by the Department.

DURATION OF THIS AGREEMENT

The parties agree that this Memorandum of Agreement shall cover the time period of January 1, 2003 through December 31, 2004.

APPROVED this _____ day of _____, 2003

By _____

King County Executive

Bill Dennis

Research Director

For WSCCCE Local 21-AD

Date

Date

For WSCCCE Local 21-HD